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UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

## OAKLAND DIVISION

1 individually and as a surviving heir of )  
 2 decedent RYAN GARBS; DOUG GARBS, )  
 3 individually and as a surviving heir of )  
 4 decedent, RYAN GARBS; PAUL and )  
 5 FELICIA WILKINSON, individually and as )  
 6 surviving heirs of decedent ADAM )  
 7 WILKINSON; TYFFANIE WILKINSON, )  
 8 individually and as a surviving heir of )  
 9 decedent ADAM WILKINSON; CARSON )  
 10 WILKINSON, a minor, individually and as a )  
 11 surviving heir of decedent ADAM )  
 12 WILKINSON, by and through his Guardian ad )  
 13 Litem TYFFANIE WILKINSON; ROBERT J. )  
 14 QUINLAN and KATHLEEN T. QUINLAN, )  
 15 individually and as surviving heirs of decedent )  
 16 JOHN QUINLAN; JULIE QUINLAN, )  
 17 individually and as a surviving heir of )  
 18 decedent JOHN QUINLAN; KEELY )  
 19 QUINLAN, a minor, individually and as a )  
 20 surviving heir of decedent JOHN QUINLAN, )  
 21 by and through her Guardian ad Litem JULIE )  
 22 QUINLAN; MADELINE QUINLAN, a )  
 23 minor, individually and as a surviving heir of )  
 24 decedent JOHN QUINLAN, by and through )  
 25 her Guardian ad Litem JULIE QUINLAN; )  
 26 ERIN QUINLAN, a minor, individually and as )  
 27 a surviving heir of decedent JOHN )  
 28 QUINLAN, by and through her Guardian ad )  
 Litem JULIE QUINLAN; HERSHEL )  
 MCCANTS, SR., individually and as a )  
 surviving heir of HERSHEL MCCANTS, JR.; )  
 GOLDIE MURPHY, individually and as a )  
 surviving heir of decedent HERSHEL )  
 MCCANTS, JR.; SHANNON MCCANTS, )  
 individually and as a surviving heir of )  
 decedent HERSHEL MCCANTS, JR.; )  
 TREVOR MCCANTS, a minor, individually )  
 and as a surviving heir of decedent HERSHEL )  
 MCCANTS, JR., by and through his Guardian )  
 ad Litem SHANNON MCCANTS; KYLIE )  
 MCCANTS, a minor, individually and as a )  
 surviving heir of decedent HERSHEL )  
 MCCANTS, JR. by and through her Guardian )  
 ad Litem SHANNON MCCANTS; JORDAN )  
 LANHAM; JERRY GOLDSMITH; RYANNE )  
 NOSS, individually and as spouse of SCOT )  
 NOSS; TIMOTHY BRAUCH; CHRIS )

1 TRISKO; MARK DANIEL HOUGHTON;  
2 CHUCK ISAACSON; BRENDA ISAACSON,  
3 individually and as spouse of CHUCK  
ISAACSON,

4 Plaintiffs,

5 vs.

6 THE BOEING COMPANY, a corporation;  
7 HONEYWELL INTERNATIONAL, INC., a  
8 corporation; GOODRICH PUMP AND  
9 ENGINE CONTROL SYSTEMS, INC., a  
corporation; and DOES 1 through 200,  
inclusive,

10 Defendants.  
11

12 COME NOW Plaintiffs DEBORAH GETZ, individually and as a surviving heir of  
13 decedent KRISTOFER D. S. THOMAS; RODNEY THOMAS, individually and as a  
14 surviving heir of decedent, KRISTOFER D. S. THOMAS; MARY DUFFMAN,  
15 individually and as a surviving heir of decedent, SCOTT E. DUFFMAN; SOPHIA  
16 DUFFMAN, a minor, individually and as a surviving heir of decedent SCOTT E.  
17 DUFFMAN, by and through her Guardian ad Litem, MARY DUFFMAN; CHRISTINE  
18 VAUGHN, individually and as a surviving heir of decedent, TRAVIS R. VAUGHN;  
19 BRAD VAUGHN, individually and as a surviving heir of decedent, TRAVIS R.  
20 VAUGHN; HEATHER VAUGHN, individually and as a surviving heir of decedent,  
21 TRAVIS R. VAUGHN; TAYLIN VAUGHN, a minor, individually and as a surviving heir  
22 of decedent TRAVIS R. VAUGHN, by and through his Guardian ad Litem HEATHER  
23 VAUGHN; JILL GARBS, individually and as a surviving heir of decedent RYAN  
24 GARBS; DOUG GARBS, individually and as a surviving heir of decedent, RYAN  
25 GARBS; PAUL and FELICIA WILKINSON, individually and as surviving heirs of  
26 decedent ADAM WILKINSON; TYFFANIE WILKINSON, individually and as surviving  
27 heirs of decedent ADAM WILKINSON; TYFFANIE WILKINSON, individually and as surviving  
28 heirs of decedent ADAM WILKINSON; TYFFANIE WILKINSON, individually and as surviving

1 heir of decedent ADAM WILKINSON; CARSON WILKINSON, a minor, individually  
2 and as a surviving heir of decedent ADAM WILKINSON, by and through his Guardian ad  
3 Litem TYFFANIE WILKINSON; ROBERT J. QUINLAN and KATHLEEN T.  
4 QUINLAN, individually and as surviving heirs of decedent JOHN QUINLAN; JULIE  
5 QUINLAN, individually and as a surviving heir of decedent JOHN QUINLAN; KEELY  
6 QUINLAN, a minor, individually and as a surviving heir of decedent JOHN QUINLAN,  
7 by and through her Guardian ad Litem JULIE QUINLAN; MADELINE QUINLAN, a  
8 minor, individually and as a surviving heir of decedent JOHN QUINLAN, by and through  
9 her Guardian ad Litem JULIE QUINLAN; ERIN QUINLAN, a minor, individually and as  
10 a surviving heir of decedent JOHN QUINLAN, by and through her Guardian ad Litem  
11 JULIE QUINLAN; HERSHEL MCCANTS, SR., individually and as a surviving heir of  
12 HERSHEL MCCANTS, JR.; GOLDIE MURPHY, individually and as a surviving heir of  
13 decedent HERSHEL MCCANTS, JR.; SHANNON MCCANTS, individually and as a  
14 surviving heir of decedent HERSHEL MCCANTS, JR.; TREVOR MCCANTS, a minor,  
15 individually and as a surviving heir of decedent HERSHEL MCCANTS, JR., by and  
16 through his Guardian ad Litem SHANNON MCCANTS; KYLIE MCCANTS, a minor,  
17 individually and as a surviving heir of decedent HERSHEL MCCANTS, JR., by and  
18 through her Guardian ad Litem SHANNON MCCANTS; JORDAN LANHAM,  
19 individually; JERRY GOLDSMITH, individually; RYANNE NOSS, individually and as  
20 spouse of SCOT NOSS; TIMOTHY BRAUCH, individually; CHRIS TRISKO,  
21 individually; MARK DANIEL HOUGHTON, individually; CHUCK ISAACSON,  
22 individually; and BRENDA ISAACSON, individually and as spouse of CHUCK  
23 ISAACSON (hereinafter referred to collectively as "Plaintiffs"), and hereby complain of  
24 Defendants and DOES 1 through 200, inclusive, and each of them, and allege as follows:  
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27  
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## INTRODUCTION

1. On or about February 17/18, 2007, Plaintiffs and/or Plaintiffs' Decedents were occupants and passengers on a Chinook MH47E helicopter bearing Tail #94-00472 (hereinafter referred to as the "Helicopter"), in the Shahjoi District of the Zabul Province, in southeastern Afghanistan, and sustained severe and/or fatal injuries, when the defects contained in the subject Helicopter and its component parts, caused the Helicopter to suffer a sudden, unexpected loss of power, lose control, and crash to the ground.

## IDENTIFICATION OF PARTIES

2. Plaintiffs DEBORAH GETZ and RODNEY THOMAS, are, and at all times mentioned herein, were residents of the State of California, and the natural parents and surviving heirs of decedent KRISTOFER D. S. THOMAS, a passenger in said Helicopter.

3. Plaintiff, MARY DUFFMAN, is the spouse and a surviving heir of decedent, SCOTT E. DUFFMAN, a passenger in said Helicopter.

4. Prior to and at the commencement of this action, Plaintiff MARY DUFFMAN was duly appointed as the Guardian ad Litem of the minor SOPHIA DUFFMAN for the purposes of bringing the instant action.

5. Plaintiff, SOPHIA DUFFMAN, a Minor, by and through her Guardian ad Litem, MARY DUFFMAN, is, and was and the child and a surviving heir of decedent, SCOTT E. DUFFMAN, a passenger in said Helicopter.

6. Plaintiffs, CHRISTINE VAUGHN and BRAD VAUGHN, are, and at all times mentioned herein, were the natural parents and surviving heirs of decedent TRAVIS R. VAUGHN, a passenger in said Helicopter. Plaintiff, HEATHER VAUGHN, is the spouse and a surviving heir of decedent TRAVIS R. VAUGHN. Prior to the commencement of this action, Plaintiff HEATHER VAUGHN was duly appointed

1 Guardian Ad Litem of the minor TAYLIN VAUGHN for the purpose of bringing this  
2 action. Plaintiff, TAYLIN VAUGHN, is and was a surviving heir of decedent TRAVIS R.  
3 VAUGHN.

4 7. Plaintiffs, JILL GARBS and DOUG GARBS, are, and at all times  
5 mentioned herein, were natural parents and surviving heirs of decedent, RYAN GARBS, a  
6 passenger in said Helicopter;

7 9. Plaintiffs, PAUL and FELICIA WILKINSON, are, and at all times  
8 mentioned herein, were natural parents and surviving heirs of decedent, ADAM  
9 WILKINSON, a passenger in said Helicopter. Plaintiff, TYFFANIE WILKINSON, is the  
10 spouse and surviving heir of decedent ADAM WILKINSON.

11 10. Prior to and at the commencement of this action, Plaintiff TYFFANIE  
12 WILKINSON was duly appointed as the Guardian ad Litem of the minor CARSON  
13 WILKINSON for the purposes of bringing the instant action.

14 11. Plaintiff, CARSON WILKINSON, a Minor, by and through his Guardian ad  
15 Litem, TYFFANIE WILKINSON, is and was the child and a surviving heir of decedent,  
16 ADAM WILKINSON, a passenger in said Helicopter.

17 12. Plaintiffs, ROBERT J. QUINLAN and KATHLEEN T. QUINLAN, are,  
18 and at all relevant times mentioned herein, were the natural parents and surviving heirs of  
19 decedent, JOHN QUINLAN, a passenger in said Helicopter. Plaintiff, JULIE QUINLAN,  
20 is the spouse and surviving heir of decedent JOHN QUINLAN.

21 13. Prior to and at the commencement of this action, Plaintiff JULIE  
22 QUINLAN was duly appointed as the Guardian ad Litem of the minors KEELY  
23 QUINLAN, MADELINE QUINLAN, and ERIN QUINLAN for the purposes of bringing  
24 the instant action.

1       14. Plaintiffs, KEELY QUINLAN, MADELINE QUINLAN, and ERIN  
 2 QUINLAN, Minors, by and through their Guardian ad Litem, JULIE QUINLAN, are, and  
 3 were the children and surviving heirs of decedent, JOHN QUINLAN, a passenger in said  
 4 Helicopter.

5       15. Plaintiffs, HERSHEL MCCANTS, SR. and GOLDIE MURPHY, are, and at  
 6 all times mentioned herein, were the natural parents and a surviving heir of decedent  
 7 HERSHEL MCCANTS, JR., a passenger in said Helicopter. Plaintiff, SHANNON  
 8 MCCANTS, is the spouse and surviving heir of decedent HERSHEL MCCANTS, JR.

9       16. Prior to and at the commencement of this action, Plaintiff SHANNON  
 10 MCCANTS was duly appointed as the Guardian ad Litem of the minors TREVOR  
 11 MCCANTS and KYLIE MCCANTS for the purposes of bringing the instant action.

12       17. Plaintiffs, TREVOR MCCANTS and KYLIE MCCANTS, Minors, by and  
 13 through their Guardian ad Litem, SHANNON MCCANTS, are and were the children and  
 14 surviving heirs of decedent, HERSHEL MCCANTS, JR. a passenger in said Helicopter.

15       18. Plaintiff, JORDAN LANHAM, is and was a resident of the State of  
 16 Georgia, a passenger in said Helicopter. As a result of the subject crash, Plaintiff,  
 17 JORDAN LANHAM, suffered certain serious and permanent injuries, and suffered serious  
 18 and permanent emotional and psychological injuries all to his detriment in an amount  
 19 according to proof.

20       19. Plaintiff, JERRY GOLDSMITH was a passenger in said Helicopter. As a  
 21 result of the subject crash, Plaintiff, JERRY GOLDSMITH, suffered certain serious and  
 22 permanent injuries, and suffered serious and permanent emotional and psychological  
 23 injuries all to his detriment in an amount according to proof.

24       20. Plaintiff, RYANNE NOSS, is the spouse of SCOT NOSS, a passenger in

1 said Helicopter. As a result of the subject crash, SCOT NOSS suffered serious and  
 2 permanent physical and emotional and psychological injuries. As a result of the serious  
 3 and permanent injuries suffered by her husband, Plaintiff, RYANNE NOSS, has sustained  
 4 damages in the form of the loss of her relationship with her husband, including the loss of  
 5 care, comfort, society, affection and support. In addition, Plaintiff, RYANNE NOSS, has  
 6 been required to abandon her own career and ambitions to devote full time nursing services  
 7 to her husband.

9           21. Plaintiff, TIMOTHY BRAUCH was a passenger in said Helicopter. As a  
 10 result of the subject crash, Plaintiff, TIMOTHY BRAUCH, suffered certain serious and  
 11 permanent injuries, and suffered serious and permanent emotional and psychological  
 12 injuries all to his detriment in an amount according to proof.

14           22. Plaintiff, CHRIS TRISKO, was a passenger in said Helicopter. As a result  
 15 of the subject crash, Plaintiff, CHRIS TRISKO, suffered certain serious and permanent  
 16 injuries, and suffered serious and permanent emotional and psychological injuries all to his  
 17 detriment in an amount according to proof.

19           23. Plaintiff, MARK DANIEL HOUGHTON, was a passenger in said  
 20 Helicopter. As a result of the subject crash, Plaintiff, MARK DANIEL HOUGHTON,  
 21 suffered certain serious and permanent injuries, and suffered serious and permanent  
 22 emotional and psychological injuries all to his detriment in an amount according to proof.

24           24. Plaintiff, CHUCK ISAACSON, was a passenger in said Helicopter. As a  
 25 result of the subject crash, Plaintiff, CHUCK ISAACSON, suffered certain serious and  
 26 permanent injuries, and suffered serious and permanent emotional and psychological  
 27 injuries all to his detriment in an amount according to proof.

28           25. Plaintiff, BRENDA ISAACSON, is the spouse of CHUCK ISAACSON, a

1 passenger in said Helicopter. As a result of the subject crash, CHUCK ISAACSON  
2 suffered serious and permanent physical and emotional and psychological injuries. As a  
3 result of the serious and permanent injuries suffered by her husband, Plaintiff, BRENDA  
4 ISAACSON, has sustained damages in the form of the loss of her relationship with her  
5 husband, including the loss of care, comfort, society, affection and support. In addition,  
6 Plaintiff, BRENDA ISAACSON, has been required to abandon her own career and  
7 ambitions to devote full time nursing services to her husband.

9           26. Plaintiffs are informed and believe, and thereupon allege, that Defendant,  
10 THE BOEING COMPANY, is, and at all times herein relevant was, a corporation  
11 authorized to do, has regularly done, and is continually and systematically doing business  
12 in the State of California.

14           27. Plaintiffs are informed and believe, and thereupon allege, that Defendant  
15 HONEYWELL INTERNATIONAL, INC., is, and at all times herein relevant was, a  
16 corporation authorized to do, has regularly done, and is continually and systematically  
17 doing business in the State of California.

19           28. Plaintiffs are informed and believe, and thereupon allege, that Defendant  
20 GOODRICH PUMP AND ENGINE CONTROL SYSTEMS, INC., is and at all times  
21 herein relevant was, a corporation authorized to do, and has regularly done, and is  
22 continually and systematically doing business in the State of California.

24           29. Plaintiffs are informed and believe, and thereupon allege, that CHANDLER  
25 EVANS CONTROL SYSTEMS was a corporation authorized to do, and had regularly,  
26 continually and systematically done business in the State of California. Defendant  
27 GOODRICH PUMP AND ENGINE CONTROL SYSTEMS, INC. is the successor to  
28 CHANDLER EVANS CONTROL SYSTEMS for purposes of this case. Defendant

GOODRICH PUMP AND ENGINE CONTROL SYSTEMS, INC. has assumed  
CHANDLER EVANS CONTROL SYSTEMS' liability for purposes of this lawsuit only.

30. The true names and capacities, whether individual, plural, corporate, partnership, associate, or otherwise, of DOES 1 through 200, inclusive, are unknown to Plaintiffs who therefore sue said defendants by such fictitious names. The full extent of the facts linking such fictitiously sued defendants is unknown to Plaintiffs. Plaintiffs are informed and believe, and thereupon allege, that each of the defendants designated herein as a DOE was, and is, negligent, or in some other actionable manner, responsible for the events and happenings hereinafter referred to, and thereby negligently, or in some other actionable manner, legally and proximately caused the described injuries and damages to Plaintiffs. Plaintiffs will hereafter seek leave of the Court to amend this Complaint to show the defendants' true names and capacities after the same have been ascertained.

31. Plaintiffs are informed and believe, and thereupon allege, that at all times mentioned herein, Defendants, and each of them, including DOES 3 through 100, inclusive, and each of them, were agents, servants, employees, successors in interest, franchisees and/or joint venturers of their co-defendants, and were, as such, acting within the course, scope, and authority of said agency, employment, joint venture, and/or franchise and that each and every Defendant, as aforesaid, when acting as a principal, was negligent in the selection and hiring of each and every other Defendant as an agent, servant, employee, successor in interest, joint venturer, and/or franchisee.

## **GENERAL ALLEGATIONS**

32. On or about February 17/18, 2007, in the Shahjoi district of Zabul Province, in the Country of Afghanistan, Plaintiffs and Plaintiffs' Decedents sustained severe and/or fatal injuries while flying as passengers in the subject Helicopter, while on a transportation

1 mission in southeastern Afghanistan. While on said mission, one of the two engines of the  
2 MH47E Chinook Helicopter suffered a sudden loss of power, causing the Helicopter to  
3 become uncontrollable, and crash as a result of the defective nature of said Helicopter and  
4 its component parts.  
5

6       33. Plaintiffs and Plaintiffs' Decedents sustained serious, severe, permanent and  
7 fatal injuries as a direct result of being passengers in said helicopter at the time of the  
8 crash.  
9

10      34. Plaintiffs are informed and believe, and thereupon allege, that the subject  
11 Helicopter and its component parts was designed, assembled, manufactured, inspected,  
12 tested, marketed, and introduced into the stream of commerce by Defendants, THE  
13 BOEING COMPANY, a corporation; HONEYWELL INTERNATIONAL, INC., a  
14 corporation; GOODRICH PUMP AND ENGINE CONTROL SYSTEMS, INC., a  
15 corporation; CHANDLER EVANS CONTROL SYSTEMS; and DOES 1-100.  
16

17      35. Plaintiffs are informed and believe, and thereupon allege, that the subject  
18 Helicopter was introduced into the stream of commerce in a defective condition by  
19 Defendants THE BOEING COMPANY, a corporation; HONEYWELL  
20 INTERNATIONAL, INC., a corporation; GOODRICH PUMP AND ENGINE CONTROL  
21 SYSTEMS, INC., a corporation; CHANDLER EVANS CONTROL SYSTEMS; and DOE  
22 Defendants. Such defects caused and/or contributed to the crash of the Helicopter, and the  
23 resulting serious and permanent injuries to Plaintiffs and the fatal injuries to Plaintiffs'  
24 Decedents.  
25

26      36. Plaintiffs are informed and believe, and thereupon allege, that the engines  
27 and Full Authority Digital Engine Control (FADEC), and the Digital Electronic Control  
28 Unit (DECU) including all computer software and hardware related thereto, of the subject

1 Helicopter were designed, assembled, manufactured, inspected, tested, marketed, and  
 2 introduced into the stream of commerce by Defendants, THE BOEING COMPANY, a  
 3 corporation; HONEYWELL INTERNATIONAL, INC., a corporation; GOODRICH  
 4 PUMP AND ENGINE CONTROL SYSTEMS, INC., a corporation; CHANDLER  
 5 EVANS CONTROL SYSTEMS; and the DOE Defendants.  
 6

7 37. Plaintiffs are informed and believe, and thereupon allege, that the engines  
 8 on the Helicopter and their component parts, including but not limited to the FADEC, and  
 9 the DECU, and associated computer software and hardware related thereto were introduced  
 10 into the stream of commerce in a defective condition by Defendants, THE BOEING  
 11 COMPANY, a corporation; HONEYWELL INTERNATIONAL, INC., a corporation;  
 12 GOODRICH PUMP AND ENGINE CONTROL SYSTEMS, INC., a corporation;  
 13 CHANDLER EVANS CONTROL SYSTEMS; and DOES 1-125. Such defects caused  
 14 and/or contributed to the crash of the Helicopter, resulting in the serious, permanent and  
 15 fatal injuries to Plaintiffs, and/or Plaintiffs' Decedents.  
 16

17 38. Plaintiffs are informed and believe, and hereupon allege, that the subject  
 18 Helicopter was dangerous and defective as those terms are defined under California law, in  
 19 that the Subject Helicopter and its component parts were less safe than an ordinary  
 20 consumer would expect in that when used in a reasonable foreseeable and intended manner  
 21 the subject Helicopter and its component parts failed.  
 22

23 39. Plaintiffs are informed and believe and based upon that information and  
 24 belief allege that the subject Helicopter was defective and dangerous for the following  
 25 additional reasons:  
 26

27 a. Defective design, manufacture, testing, inspection, maintenance, assembly,  
 28 and fabrication of the engines and their components parts including but not limited to the

1 FADEC, and its associated computer hardware and software and other components thereof;

2 b. Defective design, manufacture, testing, inspection, maintenance, assembly,  
3 and fabrication of the engines and their component parts including but not limited to the  
4 DECU, and its associated computer hardware and software and other components thereof;

5 40. Plaintiffs are informed and believe, and thereupon allege, that the defective  
6 conditions of the Helicopter and its component parts, including but not limited to, the  
7 engines and FADEC and DECU, and the software and hardware related thereto, were a  
8 direct, and legal cause of the Helicopter crash, and Plaintiffs' serious and permanent  
9 injuries and the fatal injuries to Plaintiffs' Decedents.

10 41. Plaintiffs are informed and believe, and thereupon allege, that the  
11 aforementioned incident of February 17/18, 2007, was caused solely and exclusively by  
12 reason of defects in the design and manufacture of the subject Helicopter for which the  
13 Defendants and each of them jointly and severally are strictly liable to Plaintiffs herein.

14 42. By reason of the premises, Plaintiff, JORDAN LANHAM sustained serious  
15 and permanent bodily injury.

16 43. By reason of the premises, Plaintiff, JORDAN LANHAM, has incurred and  
17 will continue to incur costs for the care and treatment of his injuries in an amount that is  
18 presently unknown to the Plaintiff who prays leave to amend and insert the same when it is  
19 ascertained.

20 44. By reason of the premises, Plaintiff, JORDAN LANHAM has been unable  
21 at times to pursue his regular employment, and his earning capacity has been diminished to  
22 his special damage in an unascertained sum as said loss has not yet been finally  
23 determined. Plaintiff prays leave to amend this complaint in this respect when these  
24 elements of damages are finally determined.

1       45. By reason of the premises, Plaintiff, JERRY GOLDSMITH sustained  
2 serious and permanent bodily injury.

3       46. By reason of the premises, Plaintiff, JERRY GOLDSMITH, has incurred  
4 and will continue to incur costs for the care and treatment of his injuries in an amount that  
5 is presently unknown to the Plaintiff who prays leave to amend and insert the same when it  
6 is ascertained.

7       47. By reason of the premises, Plaintiff, JERRY GOLDSMITH, has been  
8 unable at times to pursue his regular employment, and his earning capacity has been  
9 diminished to his special damage in an unascertained sum as said loss has not yet been  
10 finally determined. Plaintiff prays leave to amend this complaint in this respect when these  
11 elements of damages are finally determined.

12       48. By reason of the premises, Plaintiff, TIMOTHY BRAUCH, sustained  
13 serious and permanent bodily injury.

14       49. By reason of the premises, Plaintiff, TIMOTHY BRAUCH, has incurred  
15 and will continue to incur costs for the care and treatment of his injuries in an amount that  
16 is presently unknown to the Plaintiff who prays leave to amend and insert the same when it  
17 is ascertained.

18       50. By reason of the premises, Plaintiff, TIMOTHY BRAUCH, has been unable  
19 at times to pursue his regular employment, and his earning capacity has been diminished to  
20 his special damage in an unascertained sum as said loss has not yet been finally  
21 determined. Plaintiff prays leave to amend this complaint in this respect when these  
22 elements of damages are finally determined.

23       51. By reason of the premises, Plaintiff, CHRIS TRISKO, sustained serious and  
24 permanent bodily injury.

1       52. By reason of the premises, Plaintiff, CHRIS TRISKO, has incurred and will  
2 continue to incur costs for the care and treatment of his injuries in an amount that is  
3 presently unknown to the Plaintiff who prays leave to amend and insert the same when it is  
4 ascertained.  
5

6       53. By reason of the premises, Plaintiff, CHRIS TRISKO, has been unable at  
7 times to pursue his regular employment, and his earning capacity has been diminished to  
8 his special damage in an unascertained sum as said loss has not yet been finally  
9 determined. Plaintiff prays leave to amend this complaint in this respect when these  
10 elements of damages are finally determined.  
11

12       54. By reason of the premises, Plaintiff, MARK DANIEL HOUGHTON,  
13 sustained serious and permanent bodily injury.  
14

15       55. By reason of the premises, Plaintiff, MARK DANIEL HOUGHTON, has  
16 incurred and will continue to incur costs for the care and treatment of his injuries in an  
17 amount that is presently unknown to the Plaintiff who prays leave to amend and insert the  
18 same when it is ascertained.  
19

20       56. By reason of the premises, Plaintiff, MARK DANIEL HOUGHTON, has  
21 been unable at times to pursue his regular employment, and his earning capacity has been  
22 diminished to his special damage in an unascertained sum as said loss has not yet been  
23 finally determined. Plaintiff prays leave to amend this complaint in this respect when these  
24 elements of damages are finally determined.  
25

26       57. By reason of the premises, Plaintiff, CHUCK ISAACSON, sustained  
27 serious and permanent bodily injury.  
28

29       58. By reason of the premises, Plaintiff, CHUCK ISAACSON, has incurred and  
30 will continue to incur costs for the care and treatment of his injuries in an amount that is  
31

1 presently unknown to the Plaintiff who prays leave to amend and insert the same when it is  
2 ascertained.

9       60.    Wherefore Plaintiffs pray judgment against defendants for injuries and  
10      damages as hereinabove and hereinafter set forth.

**FIRST CAUSE OF ACTION  
(Wrongful Death)**

14 As and for a First Cause of Action, Plaintiffs complain of Defendants and each of  
15 them and allege as follows:

16       61. Plaintiffs hereby refer to, reallege and incorporate by this reference as  
17 though set forth in full, each and every allegation contained in paragraphs 1 through 60  
18 above.

62. Plaintiffs, DEBORAH GETZ and RODNEY THOMAS, are the surviving  
20 parents and heirs of the decedent KRISTOFER D. S. THOMAS  
21

22       63. Plaintiffs, DEBORAH GETZ and RODNEY THOMAS , brings this action  
23 on behalf of the survivors and heirs of the decedent under and by virtue of the California  
24 Wrongful Death Statute, Cal. Civ. Proc. § 377.60.

26        64.     As a result of the wrongful death of KRISTOFER D. S. THOMAS, the  
27        survivors have been deprived of the guidance, love, tutelage, companionship, support,  
28        comfort, and consortium which they would have received from KRISTOFER D. S.

1 THOMAS for the remainder of his natural life.

2 65. Plaintiffs, MARY DUFFMAN, as the spouse and parent of the decedent's  
 3 minor child SOPHIA DUFFMAN, and SOPHIA DUFFMAN are the survivors and heirs of  
 4 the decedent SCOTT E. DUFFMAN.

5 66. Plaintiff, MARY DUFFMAN, individually, and as the parent and Guardian  
 6 Ad Litem of the minor child SOPHIA DUFFMAN, brings this action on behalf of the  
 7 survivors and heirs of the decedent under and by virtue of the California Wrongful Death  
 8 Statute, Cal. Civ. Proc. § 377.60.

9 67. As a result of the wrongful death of SCOTT E. DUFFMAN, the survivors  
 10 have been deprived of the guidance, love, tutelage, companionship, support, comfort, and  
 11 consortium which they would have received from SCOTT E. DUFFMAN for the  
 12 remainder of his natural life.

13 68. Plaintiffs, CHRISTINE VAUGHN and BRAD VAUGHN, are the surviving  
 14 parents and heirs of the decedent TRAVIS R. VAUGHN. Plaintiff, HEATHER  
 15 VAUGHN, is the spouse and a surviving heir of decedent TRAVIS R. VAUGHN.  
 16 Plaintiff, TAYLIN VAUGHN, is and was a surviving heir of decedent TRAVIS R.  
 17 VAUGHN.

18 69. Plaintiffs, CHRISTINE VAUGHN, BRAD VAUGHN, and HEATHER  
 19 VAUGHN, individually and as the parent and Guardian Ad Litem of the minor child  
 20 TAYLIN VAUGHN, bring this action on behalf of the survivors and heirs of the decedent  
 21 under and by virtue of the California Wrongful Death Statute, Cal. Civ. Proc. § 377.60.

22 70. As a result of the wrongful death of TRAVIS R. VAUGHN, the survivors  
 23 have been deprived of the guidance, love, tutelage, companionship, support, comfort, and  
 24 consortium which they would have received from TRAVIS R. VAUGHN for the

1 remainder of his natural life.

2       71. Plaintiffs, JILL GARBS and DOUG GARBS, are the surviving parents and  
3 heirs of the decedent RYAN GARBS.

4       72. Plaintiffs, JILL GARBS and DOUG GARBS , bring this action on behalf of  
5 the survivors and heirs of the decedent under and by virtue of the California Wrongful  
6 Death Statute, Cal. Civ. Proc. § 377.60.

7       73. As a result of the wrongful death of RYAN GARBS, the survivors have  
8 been deprived of the guidance, love, tutelage, companionship, support, comfort, and  
9 consortium which they would have received from RYAN GARBS for the remainder of his  
10 natural life.

11       74. Plaintiffs, PAUL and FELICIA WILKINSON, as the natural parents of  
12 decedent ADAM WILKINSON, TYFFANIE WILKINSON, as the spouse and parent of  
13 the decedent's minor child CARSON WILKINSON, and CARSON WILKINSON are the  
14 survivors and heirs of the decedent ADAM WILKINSON.

15       75. Plaintiffs, PAUL and FELICIA WILKINSON, TYFFANIE WILKINSON,  
16 individually, and as the parent and Guardian Ad Litem of the minor child CARSON  
17 WILKINSON, brings this action on behalf of the survivors and heirs of the decedent under  
18 and by virtue of the California Wrongful Death Statute, Cal. Civ. Proc. § 377.60.

19       76. As a result of the wrongful death of ADAM WILKINSON, the survivors  
20 have been deprived of the guidance, love, tutelage, companionship, support, comfort, and  
21 consortium which they would have received from ADAM WILKINSON for the remainder  
22 of his natural life.

23       77. Plaintiffs, ROBERT J. QUINLAN and KATHLEEN T. QUINLAN, as the  
24 natural parents of decedent JOHN QUINLAN, JULIE QUINLAN, as the spouse and

1 parent of the decedent's minor children KEELY QUINLAN, MADELINE QUINLAN, and  
 2 ERIN QUINLAN, and KEELY QUINLAN, MADELINE QUINLAN, and ERIN  
 3 QUINLAN are the survivors and heirs of the decedent JOHN QUINLAN  
 4

5       78. Plaintiffs, ROBERT J. QUINLAN, KATHLEEN T. QUINLAN, JULIE  
 6 QUINLAN, individually, and as the parent and Guardian Ad Litem of the minor children  
 7 KEELY QUINLAN, MADELINE QUINLAN, and ERIN QUINLAN, brings this action on  
 8 behalf of the survivors and heirs of the decedent under and by virtue of the California  
 9 Wrongful Death Statute, Cal. Civ. Proc. § 377.60.  
 10

11       79. As a result of the wrongful death of JOHN QUINLAN, the survivors have  
 12 been deprived of the guidance, love, tutelage, companionship, support, comfort, and  
 13 consortium which they would have received from JOHN QUINLAN for the remainder of  
 14 his natural life.  
 15

16       80. Plaintiffs, HERSHEL MCCANTS, SR. and GOLDIE MURPHY, as the  
 17 natural parents of decedent HERSHEL MCCANTS, JR, SHANNON MCCANTS, as the  
 18 spouse and parent of the decedent's minor child KYLIE MCCANTS and TREVOR  
 19 MCCANTS and KYLIE MCCANTS are the survivors and heirs of the decedent  
 20 HERSHEL MCCANTS, JR.  
 21

22       81. Plaintiffs, HERSHEL MCCANTS, SR., GOLDIE MURPHY, SHANNON  
 23 MCCANTS, individually, and as the parent of KYLIE MCCANTS and Guardian Ad  
 24 Litem of the minor children TREVOR MCCANTS and KYLIE MCCANTS, brings this  
 25 action on behalf of the survivors and heirs of the decedent under and by virtue of the  
 26 California Wrongful Death Statute, Cal. Civ. Proc. § 377.60.  
 27

28       82. As a result of the wrongful death of HERSHEL MCCANTS, JR. the  
 survivors have been deprived of the guidance, love, tutelage, companionship, support,

1 comfort, and consortium which they would have received from HERSHEL MCCANTS,  
 2 JR. for the remainder of his natural life.

3

**SECOND CAUSE OF ACTION**  
 4 **(Strict Product Liability)**

5 COME NOW Plaintiffs, and for a Second Cause of Action against all Defendants,  
 6 and DOES 1 through 200, inclusive, and each of them, complains and alleges as follows:

7 83. Plaintiffs hereby refer to, reallege and incorporate by this reference as  
 8 though set forth in full, each and every allegation contained in paragraphs 1 through 82  
 9 above.

10 84. At all times herein mentioned, the Defendants are and were in the business  
 11 of designing, manufacturing, selling, marketing and/or distributing Helicopters, including  
 12 the subject Helicopter and its component parts, which are distributed and sold throughout  
 13 the United States, as well as the state of California, to members of the general public and  
 14 as such are liable to the Plaintiffs for damages under the theory of strict products liability.

15 85. At all times herein mentioned the Helicopter and its components parts,  
 16 including but not limited to, the engines and FADEC, the DECU, and the computer  
 17 hardware and software related thereto, were defective and unreasonably dangerous as those  
 18 terms are defined under California law by reason of defects in design and manufacture and  
 19 failure of the Defendants to give adequate and proper warnings of the dangers existing  
 20 therein, and adequate instructions regarding the avoidance of such dangers in the use and  
 21 maintenance of the Helicopter and its component parts.

22 86. At all times herein mentioned the defective and unreasonably dangerous  
 23 conditions in the Helicopter and its component parts exposed Plaintiffs and/or Plaintiffs'  
 24 Decedents to an unreasonable risk of harm and were a legal cause of Plaintiffs and/or

1 Plaintiffs' Decedents serious and fatal injuries.

2       87. At all times herein mentioned, the Helicopter and its component parts were  
3 sold, converted, marketed and/or placed into the stream of commerce by the Defendants  
4 for use by members of the general public, and such products were defective and  
5 unreasonably dangerous as that term is defined under California law and the unreasonably  
6 dangerous conditions were known by Defendants at the time the Helicopter and its  
7 component parts were sold, converted, marketed and/or placed into the stream of  
8 commerce, and these defective and unreasonably dangerous conditions were a legal cause  
9 of Plaintiffs and/or Plaintiffs' Decedents serious and fatal injuries.  
10

12       88. At all times herein mentioned, Defendants THE BOEING COMPANY, a  
13 corporation; HONEYWELL INTERNATIONAL, INC., a corporation; GOODRICH  
14 PUMP AND ENGINE CONTROL SYSTEMS, INC., a corporation; CHANDLER  
15 EVANS CONTROL SYSTEMS; and DOES 1-50 defectively manufactured the Helicopter  
16 and the engines and the FADEC, and DECU including the computer hardware and  
17 software related thereto, as well as the other component parts of the Helicopter, rendering  
18 the product unreasonably dangerous to Plaintiffs and/or Plaintiffs' Decedents. Said  
19 defective condition was a legal cause of the Helicopter crash and the fatal injuries to  
20 Plaintiffs' Decedents, and serious and permanent injuries to Plaintiffs.  
21

22       89. Plaintiffs are informed and believe, and thereupon allege, that Defendants  
23 THE BOEING COMPANY, a corporation; HONEYWELL INTERNATIONAL, INC., a  
24 corporation; GOODRICH PUMP AND ENGINE CONTROL SYSTEMS, INC., a  
25 corporation; CHANDLER EVANS CONTROL SYSTEMS; and DOES 1-50 placed the  
26 subject Helicopter into the stream of commerce in a defective condition and such defects  
27 described above, rendered the Helicopter less safe than an ordinary consumer would expect  
28

1 when used in a normal, intended and foreseeable manner.

2       90. At all times herein mentioned, the Helicopter and its component parts, were  
3 also defective by reason of Defendants' failure to include or place with it adequate and  
4 proper warnings and instructions as to dangers associated with the design and foreseeable  
5 use of the products, including but not limited to the engines and FADEC and DECU and its  
6 component parts, and how to avoid such dangers, and further, failed to recall the products  
7 to prevent incidents such as the one included herein. Such defects rendered the subject  
8 Helicopter and its component parts unreasonably dangerous as that term is defined under  
9 California law, and the dangerous and defective condition of the Helicopter was the legal  
10 cause of the serious and permanent injuries to Plaintiffs and fatal injuries sustained by  
11 Plaintiffs' Decedents.

12       91. At all times herein mentioned Defendants are the manufacturers, designers,  
13 and/or distributors of the subject Helicopter and its component parts, who hold and have  
14 held themselves out to the public as having superior knowledge, skill and experience in the  
15 design, construction, assembly, manufacture, testing, and inspection of such aircraft and  
16 their component parts; and, in the course of business as aerospace manufacturers,  
17 Defendants designed, constructed, assembled, manufactured, inspected, serviced,  
18 converted, tested the Helicopter and its component parts; Defendants expressly and  
19 impliedly warranted were fit for intended use, being airworthy and free of unreasonably  
20 dangerous defects; and Defendants marketed, sold, distributed and caused the Helicopter  
21 and its component parts to be introduced into the stream of commerce.

22       92. At all times herein mentioned, the crash of the Helicopter and the resulting  
23 serious and permanent injuries to Plaintiffs and fatal injuries to Plaintiffs' Decedents, were  
24 legally caused and/or substantially contributed to by latent and unreasonably dangerous

1 defects in the manufacture of said aircraft and its component parts, and Defendants' failure  
2 to warn and/or provide adequate instructions for the use, and maintenance of the Helicopter  
3 and its component parts.

4       93. Plaintiffs are informed and believe, and thereupon allege, that at the time  
5 the Helicopter and its component parts were sold, converted, marketed and/or placed into  
6 the stream of commerce by Defendants, such products were defective and unreasonably  
7 dangerous as that term is defined in law to persons who could reasonably be expected to  
8 use them, and these defective and unreasonably dangerous conditions were a producing  
9 cause of Plaintiffs serious and permanent injuries and Plaintiffs' Decedents' fatal injuries.  
10  
11 The Helicopter and its component parts were also defective by reason of Defendants'  
12 failure to include or place with it adequate and proper warnings and instructions as to  
13 dangers associated with the design and foreseeable use of the products and how to avoid  
14 such dangers, and these defects rendered the subject aircraft unreasonably dangerous.  
15  
16

17       94. Plaintiffs are informed and believe, and thereupon allege, by reason of the  
18 foregoing, Defendants are strictly liable in tort to Plaintiff for the serious and permanent  
19 injuries sustained by Plaintiffs and the fatal injuries sustained by Plaintiffs' Decedents as a  
20 result of the crash of the subject Helicopter.

21       95. Plaintiffs are informed and believe, and thereupon allege, that the conduct  
22 of Defendants as alleged herein, was reckless, willful, oppressive, malicious and done with  
23 reckless and wanton disregard for the rights and safety of the Plaintiffs and/or Plaintiffs'  
24 Decedents with knowledge of the defects at issue, and in conscious disregard of the safety  
25 hazards raised by those defects.  
26  
27  
28

### **THIRD CAUSE OF ACTION (Negligence)**

COME NOW Plaintiffs, and for a Third Cause of Action against all Defendants, and DOES 1 through 200, inclusive, and each of them, complain and allege as follows:

96. Plaintiffs hereby refer to, reallege and incorporate by this reference as though set forth in full, each and every allegation contained in paragraphs 1 through 95 above.

97. Plaintiffs are informed and believe, and thereupon allege, that the Defendants, and each of them designed, tested, developed, manufactured, fabricated, assembled, distributed, bought, sold, inspected, serviced, warranted, supplied, and/or modified the subject Helicopter and its component parts, including but not limited to, the engines and FADEC, and DECU including the computer hardware and software related thereto, and its component parts.

98. Plaintiffs are informed and believe, and thereupon allege, that at all times mentioned herein, the subject Helicopter and its component parts, were defective when placed into the stream of commerce by Defendants, and each of them, and was of such a nature that the defect would not be discovered in normal inspection and operation by users thereof.

99. Plaintiffs are informed and believe, and thereupon allege, that on or about February 17/18, 2007, the subject Helicopter and its component parts, were being operated and used in a reasonably foreseeable manner.

100. Plaintiffs are informed and believe, and thereupon allege, that the Defendants, as manufacturers, distributors, suppliers, and sellers of the Helicopter and its component parts, owed a duty of care to Plaintiffs and Plaintiffs' Decedents, that the

1 Helicopter and its components parts would not be placed into the stream of commerce in a  
2 defective condition.

3       101. Plaintiffs are informed and believe, and thereupon allege, that the  
4 Defendants were negligent in the manufacture and marketing of the Helicopter and its  
5 component parts, including but not limited to, the engines and FADEC, and DECU,  
6 including the computer hardware and software related thereto, such that, Defendants knew  
7 or should have known in the exercise of ordinary care, that the Helicopter and its  
8 component parts were defective and unreasonably dangerous to those persons likely to use  
9 such products for the purpose and manner for which they were intended to be used, and for  
10 purposes reasonably foreseeable to Defendants. Defendants were negligent in the  
11 particulars set forth in this and the proceeding paragraphs, and said negligence was a  
12 direct, proximate, and producing cause of the subject crash, which is the basis of this  
13 action, and the resulting serious and fatal injuries sustained by Plaintiffs and/or Plaintiffs'  
14 Decedents.

15       102. Plaintiffs are informed and believe, and thereupon allege, that Defendants  
16 knew, or in the exercise of ordinary care should have known, of the means of  
17 manufacturing the Helicopter and its component parts, such that the type of incident and  
18 resulting injuries as described herein would be prevented. The Defendants had actual  
19 knowledge that manufacturing such an aircraft and its component parts in a defective  
20 condition, as alleged herein, would be unreasonably dangerous and cause incidents such as  
21 the crash alleged herein.

22       103. Plaintiffs are informed and believe, and thereupon allege, that the  
23 Defendants were additionally negligent in that they failed to provide proper warnings or  
24 instructions to ordinary users thereof, including Plaintiffs and Plaintiffs' Decedents, and

1 failed to recall or timely recall the products or make appropriate post-marketing efforts to  
 2 prevent incidents such as the one included herein.

3       104. Plaintiffs are informed and believe, and thereupon allege, that Defendants  
 4 were negligent in their failure to give adequate or proper warnings or instructions to the  
 5 users thereof, including Plaintiffs and Plaintiffs' Decedents, for the reasonable and  
 6 foreseeable use and maintenance of the Helicopter and its component parts, and failed to  
 7 make appropriate efforts to prevent incidents such as the one included herein, and that  
 8 Defendants knew or reasonably should have known that users thereof, including Plaintiffs  
 9 and Plaintiffs' Decedents, would not realize such dangers to which Defendants had failed  
 10 to warn users thereof. One of the failures to warn included a failure to warn that anomalies  
 11 existed in the FADEC computer software and/or hardware and component panes, and/or  
 12 the DECU computer software and/or hardware and its component parts, which caused a  
 13 sudden unintended and unexpected shutdown of fuel flow to an operating engine while in  
 14 flight. This fuel shutdown resulted in a sudden and catastrophic loss of power to one of the  
 15 Chinook engines while in flight, causing the Helicopter to lose control and crash to the  
 16 ground.

17       105. Plaintiffs are informed and believe and thereupon allege that reasonable  
 18 manufacturers, distributors and sellers of the said Helicopter and its component parts under  
 19 the same or similar circumstances would have provided such warnings and instructions for  
 20 the use and maintenance of the Helicopter and its component parts.

21       106. Plaintiffs are informed and believe, and thereupon allege, Defendants  
 22 violated their duty and were negligent in those acts previously described, and further  
 23 described herein. Defendants' negligent acts, collectively and/or severally, were the direct  
 24 and proximate cause or causes of the incident, which is the basis for this action, and the

1 serious and fatal injuries sustained by Plaintiffs and/or Plaintiffs' Decedents.

2       107. The defective condition of the Helicopter, and its component parts, and the  
3 resulting crash of the Helicopter, was caused by the negligence, recklessness, wrongdoing,  
4 tortuous conduct, careless acts and omissions of the Defendants in the manufacture,  
5 assembly, construction, testing and marketing of the Helicopter and its component parts,  
6 and in said Defendants' failure to warn of and to take appropriate remedial action with  
7 respect to the known dangerously defective conditions, and failure to provide proper  
8 instructions for the use and maintenance of the Helicopter and its component parts.  
9

108. Plaintiffs are informed and believe, and thereupon allege, that as a further  
1 direct and proximate result of the acts of the Defendants in defectively manufacturing said  
2 products and failing to provide adequate warnings and instructions, Plaintiffs suffered  
3 serious and permanent injuries and Plaintiffs' Decedents suffered fatal injuries for which  
4 Defendants are liable. Plaintiff is informed and believes, and thereupon alleges, that the  
5 conduct of Defendants as described herein, was willful, oppressive, malicious and done  
6 with reckless and wanton disregard for the rights and safety of Plaintiffs and Plaintiffs'  
7 Decedents.

## **FOURTH CAUSE OF ACTION (Breach of Warranties)**

2 COME NOW Plaintiffs and for a Fourth Cause of Action against all Defendants,  
3 and DOES through 200, inclusive, and each of them complains and alleges as follows:

109. Plaintiffs hereby refer to, reallege and incorporate by this reference as  
5 though set forth in full, each and every allegation contained in paragraphs 1 through 108  
6 above.  
7

28 110. Plaintiffs are informed and believe, and thereupon allege, that Defendants,

1 by and through the sale and distribution of the products in question, expressly and  
2 impliedly warranted to the public generally, and to Plaintiffs and Plaintiffs' Decedents  
3 specifically, that the products in question were fit for the purposes for which they were  
4 intended.  
5

6 111. Plaintiffs are informed and believe, and thereupon allege, that at the time  
7 such products were marketed, sold and distributed, Defendants were in the business of  
8 selling such products, and hold and have held themselves out to the public as having  
9 superior knowledge, skill and experience in the design, construction, assembly,  
10 manufacture, testing, and inspection of such aircraft and its component parts; and, in the  
11 course of business as aerospace manufacturers, Defendants designed, constructed,  
12 assembled, manufactured, inspected, serviced, converted, and tested the Helicopter and its  
13 component parts; and Defendants expressly and impliedly warranted were fit for intended  
14 use, being airworthy and free of unreasonably dangerous defects.  
15

16 112. Plaintiffs are informed and believe, and thereupon allege, that Plaintiffs'  
17 Decedents made reasonable and foreseeable use of the products as alleged herein, and  
18 relied on the express and implied warranties made by Defendants.  
19

20 113. Plaintiffs are informed and believe, and thereupon allege, that contrary  
21 thereto, the products in question, the Helicopter and its component parts, were not fit for  
22 their intended and foreseeable uses, thereby rendering the products in question  
23 unreasonably dangerous.  
24

25 114. Plaintiffs are informed and believe, and thereupon allege, that Defendants  
26 breached the express and implied warranties because of the products' failure and defective  
27 components as alleged above, and because of improper marketing involved in Defendants'  
28 failure to warn of the products' inadequacies and/or defects and failure to instruct in the

1 safe use, operation, and storage of such products.

2       115. Plaintiffs are informed and believe, and thereupon allege, that Defendants'  
3 breach of warranties and the above-mentioned defects rendered the products unreasonably  
4 dangerous, and were a proximate and producing cause of the subject crash and the  
5 resulting serious and permanent injuries sustained by Plaintiffs and the fatal injuries  
6 sustained by Plaintiffs' Decedents. Further, Defendants' conduct was undertaken  
7 knowingly and intentionally.

8       116. Plaintiffs are informed and believe, and thereupon allege, that the crash of  
9 the Helicopter, and the resulting serious and permanent injuries to Plaintiffs and fatal  
10 injuries to Plaintiffs' Decedents, were proximately caused and/or substantially contributed  
11 to by Defendants' breach of express and implied warranties of the Helicopter and its  
12 components parts' fitness for use, and Defendants' breach of its representation that the  
13 Helicopter and its component parts were free of latent and unreasonably dangerous defects  
14 in manufacturer, marketing, and distribution.

15       117. Plaintiffs are informed and believe, and thereupon allege, that Plaintiffs and  
16 Plaintiffs' Decedents relied to their detriment upon Defendants' representations.

17       118. Plaintiffs are informed and believe, and thereupon allege, by reason of the  
18 foregoing, Defendants are liable to Plaintiffs in Breach of Warranty for the serious and  
19 permanent injuries sustained by Plaintiffs and fatal injuries sustained by Plaintiffs'  
20 Decedents.

21       119. Plaintiffs are informed and believe, and thereupon allege, that the conduct  
22 of Defendants as alleged herein, was willful, oppressive, malicious and done with reckless  
23 and wanton disregard for the rights and safety of Plaintiffs and Plaintiffs' Decedents.

## **FIFTH CAUSE OF ACTION (Loss of Consortium)**

As and for a Fifth, separate and distinct cause of action, Plaintiffs complain of defendants, and each of them, and allege as follows:

120. Plaintiffs hereby refer to, reallege and incorporate by this reference as though set forth in full, each and every allegation contained in paragraphs 1 through 119 above.

121. At all relevant times herein, Plaintiff RYANNE NOSS is and was the legal wife of SCOT NOSS.

122. As a direct and legal result of the matters stated herein, Plaintiff, RYANNE NOSS, has suffered the loss of her husband's support, service, love, companionship, affection, society, sexual relations and all other elements of consortium, all of her injury and damage in an amount in excess of the jurisdiction minimum of this Court.

123. At all relevant times herein, Plaintiff BRENDA ISAACSON is and was the legal wife of CHUCK ISAACSON.

124. As a direct and legal result of the matters stated herein, Plaintiff, BRENDA ISAACSON, has suffered the loss of her husband's support, service, love, companionship, affection, society, sexual relations and all other elements of consortium, all of her injury and damage in an amount in excess of the jurisdiction minimum of this Court.

WHEREFORE, Plaintiff prays judgment against defendants and each of them as hereinabove and hereinafter set forth.

WHEREFORE, Plaintiffs pray for judgment as follows:

27 a. For non-economic damages according to proof;

28 b. For past and future hospital, medical, professional, and incidental expenses,

1 according to proof;

2 c. For past and future loss of earnings, support, and loss of earning capacity,

3 according to proof;

4 d. For damages to Plaintiffs' property, and economic damages related thereto,

5 according to proof;

6 e. For punitive damages as permitted by law, according to proof;

7 f. For costs of suit incurred herein;

8 g. For prejudgment interest, according to proof,

9 h. For Plaintiffs' attorneys' fees; and

10 i. For such other and further relief as the Court deems just and proper.

11  
12  
13  
14 Dated: June 2, 2008

THE BRANDI LAW FIRM

15  
16 By: /s/ Thomas J. Brandi

17 THOMAS J. BRANDI  
18 Attorney for Plaintiffs

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